

STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND

**AGREEMENT BETWEEN FORT BEND COUNTY
AND FBC HERITAGE UNLIMITED MUSEUM**

This Agreement ("Agreement") is made and entered into by and between Fort Bend County, ("County") and the FBC Heritage Unlimited Museum, ("Museum").

WHEREAS, Chapter 318.009 of the Local Government Code provides that Commissioners Court may make Agreements with private organizations and may appropriate funds from the general fund of the county for the purpose of erecting historical markers and monuments, purchasing objects and collections of objects that are historically significant to the county, preparing, publishing, and disseminating, by sale or otherwise, a history of the county, hiring professional staff and consultants, providing matching funds for grants, and funding other programs or activities as suggested by the Texas Historical Commission and the Commissioners Court:

WHEREAS, this is an Agreement for professional services and is exempt from competitive bidding as authorized by Section 262.024 of the Local Government Code:

WHEREAS, both parties desire to enter into an Agreement whereby County will appropriate funds from the general fund of the County to the Museum for the purpose of erecting historical markers and monuments, purchasing objects and collections of objects that are historically significant to the county; preparing, publishing, and disseminating, by sale or otherwise, a history of the county; hiring professional staff and consultants; providing matching funds for grants and funding other programs or activities as suggested by the Texas Historical Commission and the Commissioners Court:

WHEREAS, the Museum agrees to allow the public reasonable access to the Museum's historic collection of artifacts, buildings, and archives:

WHEREAS, the Museum agrees to provide educational programs using historic buildings, artifacts, and documents relating to Fort Bend County's history:

WHEREAS, the Commissioners Court of Fort Bend County finds that it is in the public interest and serves the general welfare of the community to enter into this Agreement with the Museum; and

WHEREAS, the Commissioners Court of Fort Bend County finds that by entering into this Agreement with the Museum it will be stimulating, encouraging and developing business and commercial activity in the County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto mutually agree as follows:

I.
Services

The Museum will preserve and maintain its collections of historic County buildings, artifacts and archives and allow the public reasonable access to said collections through exhibits, displays, and educational programs.

The Museum will provide to the County documentation of its reasonable and necessary costs in connection with the preservation and display of artifacts, archives and documents relating to Fort Bend County history.

The Museum will use these Funds for one or more of the following activities: erecting historical markers and monuments; purchasing objects and collections of objects that are historically significant to the county; preparing, publishing, and disseminating, by sale or otherwise, a history of the county; hiring professional staff and consultants; providing matching funds for grants and funding other programs or activities as may be suggested by the Texas Historical Commission and the Commissioners Court. The Museum may also use Funds for the operational expenses that are needed to perform these services.

II.
Term

The term of this Agreement is **October 1, 2012** through **September 30, 2013**. County may terminate this Agreement with 30 days notice to Museum.

III.
Compensation

The County will make one annual payment not to exceed \$12,500.00 to the Museum for services rendered pursuant to this Agreement.

IV.
Cooperation

County agencies may assist the Museum, on an availability basis at the sole discretion of the County agency, in locating and preserving archeological sites within the County.

V.
Independent Contractor

It is agreed by the parties that at all times and for all purposes hereunder, the Museum is an independent contractor and not an employee or agent of the County.

No statement contained in this Agreement shall be construed so as to find the Museum an employee, or agent of the County, and the Museum shall be entitled to none of the rights, privileges, or benefits of County employees except as otherwise may be stated herein nor shall the Museum hold itself out as an employee or agent of the County.

VI.
Funds

It is expressly agreed and understood by both parties that the County reserves the right to discontinue funding when such funds designated for payment under this Agreement are depleted.

VII.
Terms and Conditions

It is expressly agreed and understood by all parties that this Agreement constitutes the exclusive terms and conditions of this Agreement and cannot be modified except in writing with the agreement of all parties.

VIII.
Hold Harmless

The Museum agrees for itself, its heirs, assigns, and legal representatives to release and hold harmless the Commissioners' Court of Fort Bend County, Texas, and any and all of its officials, staff, employees and servants whatsoever, arising out of or related to any loss, damage, or injury, including, death, that may be sustained by the Museum while performing the terms of this Agreement.

IX.
Assignment

Neither party to this contract shall assign the contract, nor any interest arising herein, without the written consent of the other.

X.
Termination and Notice

This Agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days written notice delivered by mail or in person to the other party.

Notice to the County shall be delivered to:

County Judge
301 Jackson St., Suite 719
Richmond, Texas 77469

Notice to the Museum shall be delivered to:

FBC Heritage Unlimited Museum
P. O. Box 744
Kendleton, TX 77451

If notice is delivered by mail, it shall be deemed received two (2) days after mailing.

XI.
Miscellaneous

This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fort Bend County, Texas.

In the event of one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

The waiver by either party of a breach of any provision of this agreement shall not operate as or be construed as a waiver of any subsequent breach.

Any amendments to this agreement shall be of no effect unless in writing and signed by both parties hereto.

XII.
Entire Agreement

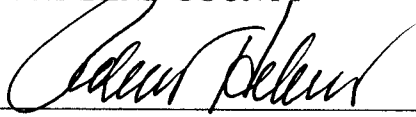
It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject.

[Remainder left blank]

[Execution page follows]

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the dates written below:

FORT BEND COUNTY



Robert E. Hebert, County Judge

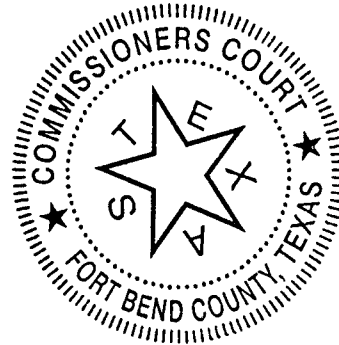
9-11-2012

Date

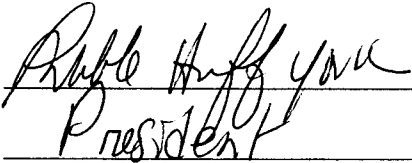
ATTEST:



Dianne Wilson, County Clerk



FBC HERITAGE UNLIMITED MUSEUM


President

Title

09-01-2012

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$12,500.00 to pay the obligation of Fort Bend County under and within the foregoing Agreement.


Ed Sturdivant, Auditor